



# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

DAVID E. JANSSEN  
Chief Executive Officer

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

July 31, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES: REQUEST FOR  
APPROVAL FOR THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES TO  
ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CDSS FOR THE  
OLDER YOUTH ADOPTION PROJECT  
(ALL SUPERVISORIAL DISTRICTS) – (4 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of the Department of Children and Family Services (DCFS) to engage in a Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) in order to receive \$1,250,000 annually over three years for the Older Youth Adoption Project (OYAP).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On February 20, 2007, your Board adopted recommendations submitted by DCFS to approve the OYAP plan and increase appropriation and revenue by \$1,250,000 in order to increase permanency for older youth ages nine years and older (Attachment I). Further, in February 2007, the plan was submitted to and accepted by CDSS.

In that recommendation, it was reported that DCFS would not be asked to contract with CDSS or enter into an MOU as a requirement to receive funding. However, in early June 2007, CDSS sent DCFS and the other participating counties, an MOU to be signed (Attachment II). CDSS then informed DCFS that although they initially thought they could allocate the funds without an MOU, it has been determined that the State must have a signed MOU from each county's director in order to release the funds.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goals 4 (Fiscal Responsibility) and 5 (Children and Families' Well-being). Allowing DCFS to enter into an MOU with CDSS to then be able to utilize available State funding provides the County with the opportunity to enhance the likelihood for older at-risk youth in foster care to achieve permanency.

### **FISCAL IMPACT/FINANCING**

Entering into this MOU and receiving the OYAP allocation does not require a County match; therefore, there will be no impact on net County cost (NCC). The funding is included in the Department's FY 2007-08 Adopted Budget and upon receipt of the signed MOU, CDSS will release the funds.

As previously reported to your Board and consistent with the provisions of Assembly Bill 1808 (Chapter 75, Statutes of 2006) that authorized the OYAP funding, DCFS will seek opportunities to utilize the OYAP funding to supplement/match other funding opportunities (such as Federal funding). However, the implementation of the project will not be dependent upon the receipt of Federal funding.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The MOU has the same elements that were in the previous recommendation to the Board including: 1) The County will agree to insure that the funds will be used solely for the purposes established in Welfare Institution Code 16124; 2) the County will participate in conference calls or meetings to assist CDSS in developing the requirements of the project; and 3) the County will comply with the data collection, reporting, and analysis requirements as established by CDSS in consultation with the participating counties.

The Department will be required to submit three quarterly status reports, annual reports in lieu of the fourth quarter report, and a final report of the results of the project to the State throughout the term of the MOU.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow DCFS to enter into an MOU with CDSS that will enhance services, and try new creative approaches that are designed to improve the lives of children and families in all supervisorial districts, by reducing the number of children in out-of-home care that exit the foster care system without a permanent family or



Honorable Board of Supervisors  
July 31, 2007  
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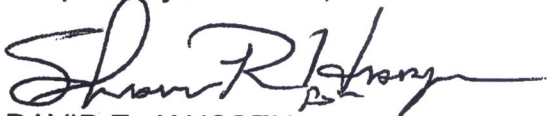
connection. It will also shorten the timelines to permanency for youth under DCFS supervision, and it will particularly impact the over 9,000 children in non-related out-of-home care in Los Angeles County that do not have a permanent plan.

**CONCLUSION**

Upon approval of this request, instruct the Executive Officer/Clerk of the Board to send an adopted-stamped copy of this Board letter to:

1. Department of Children and Family Services  
Service Bureau 3  
532 E. Colorado Blvd.  
Pasadena, CA 91101  
Attention: Diane Wagner, Acting Deputy Director

Respectfully submitted,



DAVID E. JANSSEN  
Chief Executive Officer

DEJ:SRH:BY  
GP:BM:lbm

Attachments (2)

c: County Counsel



PATRICIA S. PLOEHN, LCSW  
Director

County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

January 29, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
385 Kenneth Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**  
BOARD OF SUPERVISORS

# 19

FEB 20 2007

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST FOR APPROVAL OF THE OLDER YOUTH ADOPTION PROJECT PLAN AND  
APPROPRIATION ADJUSTMENT AUTHORITY  
(ALL SUPERVISORIAL DISTRICTS) – (4 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or her designee, to submit the attached plan to the California Department of Social Services (CDSS) for use of the Older Youth Adoption Project (OYAP) funding to increase permanency through adoptions for older dependent youth.
2. Delegate authority to the Chief Administrative Office (CAO) to approve a Request for Appropriation Adjustment to increase appropriation and revenue by \$1,250,000 upon receipt of CDSS' approval of the County's plan for OYAP. The OYAP allocation does not require a County match; therefore, there will be no impact on net County cost (NCC).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On July 12, 2006, Governor Schwarzenegger signed Assembly Bill 1808 (Chapter 75, Statutes of 2006). This bill authorizes a project to ensure the successful adoption of older foster youth. It particularly targets children and youth over the age of 9 years who have been in foster care longer than 18 months and are with unrelated caretakers or in group homes. Under the provisions of the law, CDSS is authorized to appropriate \$1,250,000 annually over a three year period to Los Angeles County for this purpose (see attached letter from Mary L. Ault, Deputy Director, Children and Family Services Division of the CDSS). The bill indicates that programs in the project counties should seek to create public-private partnership to maximize successes.

RECEIVED

FEB 20 2007



The strategies planned for this funding are to:

1. Increase Family Finding activities with the current local participating private agencies. Family Finding includes an advanced internet search via US Search for relatives and friends of the birth parents, as well as extensive case reviews and interviews with the child, relatives, caregivers and other important people in the child's life in order to find permanent homes.
2. Partner with private adoption agencies that recruit locally and in various counties to implement intensive recruitment campaigns focusing on child-specific recruitment activities for older children.
3. Develop a program to partner with private business members to engage older youth in the recruitment process and utilize web-based technology for child-specific recruitment of adoptive families. This would involve youth partnering with business people to design web sites about themselves with pictures, biographies and streaming video toward the goal of finding permanent families. DCFS would monitor and use the web sites to find willing and appropriate permanent families for the children.

If these funds are not accepted and these programs are not implemented, then fewer youth will have access to the extra services needed to have a permanent family. Without these funds and programs, it will take longer for some youth to achieve permanency and many may not achieve it at all.

#### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goals 4 (Fiscal Responsibility) and 5 (Children and Family Well-Being). Utilizing available State funding provides the County with the opportunity to enhance the likelihood for older at-risk youth in foster care to achieve permanency.

#### **FISCAL IMPACT/FINANCING**

The OYAP allocation does not require a County match; therefore, there will be no impact on NCC. The funding will be incorporated into the FY 2006-07 Adopted Budget upon CDSS' approval of the County's plan.

Consistent with the provisions of the bill that authorized the OYAP funding, DCFS will seek opportunity to utilize the OYAP funding to supplement/match other funding opportunities (such as federal funding). However the implementation of the project will not be dependent upon the receipt of federal funding.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The three strategies meet the requirements by CDSS of partnering with the community. Family Finding has demonstrated substantial success in achieving permanency for older youth. The funds allocated through this bill will meet the expectation that DCFS will partner with private agencies and businesses to increase permanency for older youth.

This is not a contract nor will the Department be engaging in an MOU with CDSS. There is a requirement that the DCFS Director offer assurances to CDSS that: 1) the funds will be used solely for the purposes established in Welfare and Institutions Code 16124; 2) the County will participate in conference calls or meetings to assist CDSS in developing the requirements of the project; and 3) the County will comply with the data collection, reporting, and analysis requirements as established by CDSS in consultation with the participating counties.

Results of the project shall be reported to the Legislature by November 30, 2010.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will allow DCFS to enhance services and try new creative approaches that are designed to improve the lives of children and families in all supervisorial districts by reducing the number of children in out-of-home care that exit the foster care system without a permanent family or connection. It would also shorten the timelines to permanency for youth under DCFS supervision, and it would particularly impact the over 9,000 children in non-related out-of-home care in Los Angeles County that do not have a permanent plan.

### **CONCLUSION**

Upon approval of this request, instruct the Executive Officer/Clerk of the Board to send an adopted-stamped copy of this Board letter to:

1. Department of Children and Family Services  
Service Bureau 3  
532 E. Colorado Blvd.  
Pasadena, CA 91101  
Attention: Diane Wagner, Acting Deputy Director



The Honorable Board of Supervisors  
January 29, 2007  
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2. Department of Children and Family Services  
Budget Services Section  
425 Shatto Place  
Los Angeles, CA 90020  
Attention: Tito Barin

Respectfully submitted,

  
PATRICIA S. PLOEHN, LCSW  
Director

Attachments (2)

- c: Chief Administrative Officer  
Auditor-Controller

**DEPARTMENT OF SOCIAL SERVICES**

744 P Street, MS 7-747, Sacramento, California 95814



5/9/07

Los Angeles County, Department of Children and Family Services  
425 Shatto Place  
Los Angeles, CA 90020

Attention: Patricia S Ploehn, Director

SUBJECT: AGREEMENT 06-6022

Dear Contractor:

**Please complete the following checked item(s) and return to the above-stated address:**

Please note in the enclosed Agreement that the General Terms and Conditions are available on the Internet site [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language) and may be downloaded and printed for your files. If you do not have Internet capabilities, please call me for a hard copy of the document.

- ☐ Std. 213 with attached Exhibits. Sign both face sheets. Please use blue ink if available.
- ☐ Std. 204, Payee Data Record. No payment can be made unless this form is completed and returned.
- ☐ Voluntary Statistical Data Reporting Form. The completion of this form is strictly voluntary.
- ☐ Std. CCC, Contractor Certification Clauses. It is available on the above referenced Internet site. Please sign and return page one. Failure to do so will prohibit the State of California from doing business with your company. CDSS will be keeping the signed Std. CCC on file for three (3) years.
- ☐ Resolution from the Board of Supervisors (or appropriate governing body) authorizing the designated official to enter into and sign this Agreement.
- ☐ Certification Regarding Lobbying and/or Debarment Certification.
- ☐ Initial the marked changes on the enclosed copies. Must be initialed by an individual authorized to sign the Agreement.
- ☐ A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additionally insured.
- ☐ The enclosed Agreement is signed on behalf of CDSS and is being returned to you for further processing. When approved, send one original to the CDSS Contracts Bureau at the above address.
- ☐ The enclosed fully executed Agreement is for your records.
- ☐ The pending Agreement has been canceled. The cancellation was authorized by
- ☐ This Agreement was terminated unilaterally. Since Section      allows for unilateral cancellation within days, the cancellation will take effect      . The cancellation was authorized by
- ☒ **Other: Memorandum of Understanding with Exhibits and Attachment. Please sign and return both signature pages.**

This Agreement cannot be considered binding on either party until approved by appropriate authorized State agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. *Expeditious handling of this Agreement is appreciated. No alteration of these documents will be accepted without prior State approval.* If you need further information, please call me at (916) 653-5032.

Lena Cole, Contracts Analyst  
Contracts and Financial Analysis Bureau

Enclosure(s)



MOU 06-6022  
CDSS/Los Angeles Department of Children and Family Services

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**OLDER FOSTER YOUTH ADOPTION PROJECT**  
**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES**  
**and**  
**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**I. Authority**

The California Department of Social Services and the County of Los Angeles (the Parties) are entering this Memorandum of Understanding (MOU) pursuant to California Welfare and Institutions Code Section 16124, which made available an appropriation of funds by the annual Budget Act to provide preadoption and postadoption services to ensure the successful adoption of children and youth who have been in foster care eighteen (18) months or more, are at least nine (9) years of age, and are placed in an unrelated foster home or in a group home (the targeted population).

Section 16124 assigns responsibility for implementing the preadoption and postadoption services project to the California Department of Social Services (the Department).

**II. Purpose**

The County of Los Angeles (the County) will receive an annual allocation specifically to provide preadoption and postadoption services to the targeted population identified above and the adoptive parents.

**III. Objectives**

Preadoption and postadoption services for the child and each adoptive family include, but are not limited to, all of the following:

1. Individualized or other recruitment efforts.
2. Postadoption services, including respite care.
3. Behavioral health services.
4. Peer support groups.
5. Information and referral services.
6. Other locally designed services, as appropriate.
7. Relative search efforts.
8. Training of adoptive parents, foster youth, or mentoring families.
9. Mediation services.
10. Facilitation of siblings in the same placement.
11. Facilitation of postadoption contact.
12. Engaging youth in permanency decision-making.
13. Any service or support necessary to resolve any identified barrier to adoption.

**IV. Performance Measures****A. Data**

The County, in consultation with the Department, will develop a quantitative method to gather data and report to the Department on a quarterly and annual basis. These reports will include, but not be limited to, the following:

1. The extent to which the adoptions of the targeted population increased as a result of this project.
2. The number of families and children served by this project.
3. The type and amount of preadoption and postadoption services provided to children and families under this project, including, but not limited to, the services identified in Section III of this MOU.
4. Additional information identified and requested by the Department to assist in the measurement of the County's project performance.

**B. Reports**

The County will submit to the Department, three (3) Quarterly Status Reports within thirty (30) calendar days of the last day of the quarter; Annual Reports in lieu of the Fourth Quarter Report within sixty (60) calendar days of the last day of the fiscal year; and a Final Report of data collection, with an analysis of the effects of this project by August 1, 2010. Each report will contain a detailed description of the preadoption and postadoption services provided, including, but not limited to, those identified in Section III of this MOU.

**V. Payment Provisions****A. Invoicing**

The County will use the provided invoice template (Exhibit B) to complete and submit each quarterly invoice (July - September; October - December, January - March, and April - June) thirty (30) calendar days after the quarter ends. All invoices must be submitted with an original and two (2) additional copies listing MOU number 06-6020 and Index Code number 2556. The original invoice must have an original authorized signature. Invoices must tie to expenditures authorized by this MOU. The quarterly status report will accompany each invoice summarizing and describing all activities occurring during the quarter, and tying each activity to objectives and performance measures under this MOU.

Any adjustments of these expenditures must be reported through a supplemental claim/invoice no later than nine (9) months following the end of the quarter in which the costs were paid.

**B. Approval of Invoices by the Department**

Each invoice is subject to approval by the Department, based upon the data and reporting requirements set forth in Section IV of this MOU. If an invoice is questioned by the Department, the Department will contact the County within fifteen (15) working days of receipt of the invoice. Undisputed invoices take approximately six (6) weeks for payment.

The County will mail an original and two (2) copies of an invoice with two copies of all supporting documentation to the following address:

Concurrent Planning Policy Unit  
Department of Social Services  
744 P Street, MS 14-66  
Sacramento, CA 95814



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CDSS/Los Angeles Department of Children and Family Services

**C. State and Federal Budget Contingency Clauses****State:**

1. It is mutually agreed that if the Budget Act of the current and/or any subsequent year does not appropriate sufficient funds for this project, this MOU will be of no further force and effect, and will be terminated. In the event the Department terminates this MOU, the Department will have no liability to pay any funds whatsoever to the County or to furnish any other consideration and the County will not be obligated to perform any services under this MOU.
2. If the Budget Act modifies the total amount of funding appropriated for any fiscal year for purposes of this project without specifying individual county allocations, the Department will allocate to the county an amount that is in the same proportion as the amount received by the County under Welfare and Institutions Code Section 16124(c).

**Federal:**

1. It is mutually agreed that if federal financial participation (FFP) for the project is reduced, suspended, or terminated, the Department will have the option to continue under the terms of this MOU, amend the MOU to reflect funding changes, or terminate the MOU. In the event the Department terminates the MOU, the Department will have no liability to pay any funds whatsoever to the County or to furnish any other consideration and the County will not be obligated to perform any services under this MOU.

**D. MOU with Federal Funds**

1. It is mutually understood between the parties that this MOU may have been written before ascertaining the availability of a Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid project and/or fiscal delays that could occur if the MOU were executed after a determination was made.
2. Title IV-E Funding – The total amount of funds the Department will pay the County under this MOU is based upon actual costs. It is mutually understood between the parties that activities to be performed under this MOU may be eligible for FFP under Title IV-E. The federal participation rate under federal law varies according to the activities performed. The Department will specify what level of anticipated FFP applies, if any, to services performed under this MOU. The County will maintain and retain adequate records necessary to document those costs eligible for the applicable level of Title IV-E funding. All Title IV-E costs are subject to the Foster Care Discount Rate unless documentation is maintained by the County and made available upon request that the activities being performed only benefit Title IV-E Foster Care eligible recipients.

The County will itemize activities and associated costs on submitted invoices in accordance with federal law that describe eligibility for the applicable federal reimbursement level. The costs of any activities performed by the County that do not benefit the Title IV-E program will be segregated on invoices submitted to the Department.

3. In addition, this MOU may be subject to additional restrictions, limitations, or conditions under federal law that may affect the provisions, terms, or funding of this MOU in any manner.

MOU 06-6022  
CDSS/Los Angeles Department of Children and Family Services

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**VI. Term of MOU**

This MOU is of no force or effect until signed by both parties. The signatories for this MOU hereby certify that they are authorized to act on behalf of the Parties in approving this MOU. The signatory for the County further certifies that the Board of Supervisors for the County has endorsed the County's receipt of funds pursuant to this MOU, and the performance of activities and expenditure of funds in a manner consistent with this MOU, through a Board of Supervisors Resolution (#07-0386), attached hereto as Exhibit A.

The term of this MOU will be from the time it is signed by the Parties until December 31, 2009, regarding the duration of funding and provision of services, and through October 1, 2010, regarding the duration of county obligations.

**VII. Disputes**

In the event of a dispute, the County may provide written notice of the particulars of such dispute to the Director, California Department of Social Services, 744 P Street, Sacramento, CA 95814. Within fifteen (15) working days of receipt of such notice, the Director or the Director's designee will advise the County of his or her findings and a recommended means of resolving the dispute.

**VIII. Termination Without Cause**

Either party has the right to terminate this MOU without cause at any time upon thirty (30) calendar day's written notice to the other. In the case of such "early" or "discretionary" termination, defined as termination occurring before full performance of all objectives and performance measures described in this MOU and authorized for funding herein, a final payment will be made to the County, if due, upon receipt of a financial report and invoices covering costs incurred to termination, and a written report describing all work performed by the County to date of termination.

**IX. Liability Indemnification and Waiver**

The County agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, and any other person, firm, or corporation furnishing or supplying services or work in connection with the performance of this MOU, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the County or its contractors, subcontractors, suppliers, or employees in the performance of this MOU.

The County waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability arising from, growing out of, or in any way connected with this MOU.

**X. Amendment**

No amendment or variation of the terms of this MOU will be valid unless made in writing, agreed to and signed by both parties.

**XI. General Provisions**

The County of Los Angeles, Department of Children and Family Services, agrees to comply with the Department's Confidentiality and Security Requirements, as described in Attachment A.



MOU 06-6022  
CDSS/Los Angeles Department of Children and Family Services

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CALIFORNIA DEPARTMENT OF  
SOCIAL SERVICES

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
CARLEEN KISTLER, Chief  
Contracts and Financial Analysis  
Bureau

By \_\_\_\_\_  
PATRICIA PLOEHN, Director  
County of Los Angeles  
Department of Children and Family Services

MOU 06-6022  
CDSS/Los Angeles Department of Children and Family Services

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CALIFORNIA DEPARTMENT OF  
SOCIAL SERVICES

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
CARLEEN KISTLER, Chief  
Contracts and Financial Analysis  
Bureau

By \_\_\_\_\_  
PATRICIA PLOEHN, Director  
County of Los Angeles  
Department of Children and Family Services



MOU 06-6022  
CDSS/Los Angeles Department of Children and Family Services

Exhibit A  
Page 1 of 1

From the Feb 20, 2007 Meeting of the LA County Board Of Supervisors

CHILDREN AND FAMILY SERVICES (1) 19 - 20

19.

Recommendation: Approve and authorize the Director to submit to the California Department of Social Services (CDSS) a plan for use of the Older Youth Adoption Project (OYAP) funding to increase permanency through adoptions for older dependent youth; and authorize the Chief Administrative Officer to approve a request for appropriation adjustment to increase appropriation and revenue by \$1,250,000 upon receipt of CDSS' approval of the County's plan for OYAP. APPROVE 4-VOTES (07-0386)  
See Supporting Document

# **OLDER YOUTH ADOPTIONS REIMBURSEMENT OF COUNTY EXPENDITURES**

COUNTY	
QUARTER	

	COSTS	CASE COUNT	% FED	% STATE
<b>*FEDERAL EXPENDITURES</b>				
Administration	\$ -		\$ -	\$ -
Training	\$ -		\$ -	\$ -
<b>TOTAL FEDERAL EXPENDITURES</b>	\$ -		\$ -	\$ -
<b>TOTAL NON-FEDERAL EXPENDITURES</b>	\$ -			
<b>GRAND TOTAL</b>	\$ -			
* Federally eligible share only, after applying the Adoptions discount rate.				

## **COUNTY WELFARE DIRECTOR'S CERTIFICATION**

I hereby certify, under penalty of perjury, that I am the official responsible for the administration of the public welfare programs in said county; that I have not violated any of the provisions of Code of Federal Regulations, 7 CFR, Part 3018 and 45 CFR, Part 93, regarding lobbying restrictions, or 45 CFR, Part 76, regarding governmentwide debarment and suspension, and Sections 1090 to 1096, inclusive of the Government Code; that the amounts reported herein have been expended and are properly chargeable as expenditures for administration of the welfare programs in accordance with all provisions of the Welfare and Institutions Code and rules and regulations of the California Department of Social Services.

Signature of County Welfare Director	Date

## **COUNTY AUDITOR'S CERTIFICATION**

I hereby certify, under penalty of perjury, that I am the official responsible for the examination and settlement of accounts; that I have not violated any of the provisions of Code of Federal Regulations, 7 CFR, Part 3018 and 45 CFR, Part 93, regarding lobbying restrictions, or 45 CFR, Part 76, regarding governmentwide debarment and suspension, and Sections 1090 to 1096, inclusive of the Government Code; that the expenditures reported herein have been authorized by the welfare director; and that warrants therefore have been issued or expenditures otherwise incurred according to law.

Signature of County Auditor	Date

**California Department of Social Services (CDSS)****Confidentiality and Security Requirements for****Vendor****Contracts/Memoranda of Understanding (MOU)/Agreements****I. GENERAL REQUIREMENTS**

These requirements provide a framework for maintaining the confidentiality and security of data compiled for the CDSS. Definitions of commonly used terms relating to confidentiality and security of data are provided.

In addition to any other contract provisions, contractors shall be responsible for maintaining the confidentiality and security of CDSS confidential and sensitive data. No exceptions from these policies shall be permitted without the explicit, prior, written approval of CDSS. All information security requirements, as stated in this attachment, shall be enforced and implemented immediately upon effective date of this Agreement, and continue throughout the term of the Agreement.

**II. DEFINITIONS**

For the purposes of these requirements, the stated terms are defined as noted:

**Audit Trail:** Systems information identifying source/location of access, date and time, user-identification, targeted service and activity performed. The audit trail shall identify all accesses to the source file, success or failure of the access, the completion status of the access (e.g., failed or successful authentication, or user terminated) and the record and field modified.

**Confidential Data:** Information, the disclosure of which is restricted or prohibited by any provision of law. Some examples of "confidential information" include, but are not limited to, public social services client information described in California Welfare and Institutions Code section 10850, and "personal information" about individuals as defined in California Civil Code section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Confidential data include personal identifiers.

**Confidential Identifiers:** Are specific personal identifiers such as name, social security number, address and date of birth.

**De-Identification:** Removal of personal identifiers. Examples of personal identifiers include name, social security numbers, driver's license numbers, and account numbers with access codes. Personal information does not include publicly available information that is lawfully made available to the general public. (See confidential and personal information.)

**Information Assets:** Information assets include anything used to process or store information, including (but not limited to) records, files, networks, and databases; information technology facilities, equipment (including personal computer systems), and software (owned or leased).

**Information Security Incidents:** Information Security incidents include, but are not limited to, the following; any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of CDSS information assets.

**Risk:** The likelihood or probability that a loss of information assets or breach of security will occur.



**III. DATA SECURITY****A. Access to CDSS Data**

1. Request and Re-disclosure: All contractors seeking access to confidential CDSS data files shall request access from the CDSS. The contractor shall not re-disclose or re-release CDSS confidential data.
2. Referral for Request: The contractor shall refer any persons not affiliated with the contractor, nor included under this contract with CDSS, to CDSS to request access to the confidential data.

**B. Data Security Requirements**

1. Contractor Responsibility: The contractor and its subcontractors, if any, are responsible for security of the CDSS confidential data.
2. Protection of Data: The contractors and its subcontractor, if any, shall ensure that electronic media that contains confidential or sensitive data is protected.
3. General Requirements: The contractor and its subcontractors, if any, shall:
  - a. Confirm the identity of any individual who has requested confidential or sensitive data.
  - b. When there is a business need to discuss confidential CDSS information within the office, discuss the information in an enclosed room, if possible.
  - c. Not allow dial-up communication or Internet access to confidential data prior to de-identification of the data. Any use of dial-up or Internet access after de-identification of the data shall include, but not be limited to the following protections; (1) auditing usage of dial-up communications and Internet access for security violations, (2) periodically changing dial-up access telephone numbers, and (3) responding to losses, misuse or improper dissemination of information. Refer to Information Security Incidents for notification required in response.
  - d. Not use or store CDSS confidential data on portable or wireless devices. For purposes of this requirement, portable devices include, without limitation, notebook computers, personal digital assistants, flash or jump drives, and wireless devices including cellular phones with data storage capability.
4. Data Transmission
  - a. General Requirement: The contractor shall ensure the confidentiality of CDSS data transmission.
  - b. Data transferred via tape, optical media, or cartridge: Confidential data that is transferred on cartridges, optical media or tapes shall be encrypted. The contractor shall place the transferred data in separate files with identifiers and an index on one file. On another file place the index and remaining data. These files shall be transported separately. Additionally, the tapes, optical media and cartridges shall be transferred by bonded mail service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.
  - c. Data transferred electronically: All File Transport Protocol (FTP) accounts that transfer confidential data with personal identifiers shall be highly restricted in

- access by the contractor. These accounts shall maintain an audit trail and are to be accessible to a limited number of contractor and/or subcontractor staff. No other accounts on contractor's computers may have access to this account. The contractor's and/or subcontractor are to maintain a current listing of the personnel who have access to the FTP account. All CDSS confidential data transferred from contractor machines shall be encrypted. The contractor may not transfer CDSS confidential data via FTP without the approval of CDSS.

- d. Data transferred via paper copy: Paper copies of confidential data shall be mailed using a secure, bonded mail service, such as Federal Express or by registered U.S. Mail (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.
- e. Data transferred via fax: CDSS confidential data may not be transmitted by fax. CDSS non-confidential information may be transmitted by fax, provided that the contractor confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if the contractor's fax number changes, and maintains fax machines in a secure area.

#### 5. Physical Security

The contractor shall provide for the management and control of physical access to information assets (including personal computer systems and computer terminals) used in performance of this contract, the prevention, detection, and suppression of fires, and the prevention, detection, and minimization of water damage. The physical security measures taken shall include, but not be limited to:

- a. Implementing security measures to physically protect data, systems and workstations from unauthorized access and malicious activity.
- b. Logging the identity of persons having access to restricted facilities and the date and time of access.
- c. Restricting the removal of CDSS confidential data from the work location.
- d. Placement of devices used to access CDSS confidential data in areas not open to the public. For purposes of this requirement, "devices" shall include, but not be limited to, dumb terminals, personal computers and printers.

#### 6. Storage

CDSS confidential data shall be stored in a place physically secure from access, use, modification, disclosure, or destruction by an unauthorized person. All media containing confidential information shall be stored in a secured area (a locked room or locked file cabinet). Keys to these locks shall be held by a limited number of contractor organization personnel. Confidential information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that an unauthorized person cannot retrieve the information by computer, remote terminal or other means.

#### 7. Encryption

The contractor shall encrypt CDSS confidential data, whether for transmission or in storage, using non-proprietary, secure generally-available encryption software. Proprietary encryption algorithms shall not be acceptable. Passwords or biometrics templates used for user authentication shall be encrypted using data encryption standard, or better, one-way only encryption. Data encryption shall meet the National



Institute of Standards and Technology Advanced Encryption Standard. Data encryption shall equal or exceed 128-bit key encryption. A documented security plan is required for encryption key management.

8. De-Identification of Data

- a. Assignment of Unique Identifier: The contractor shall remove confidential identifiers from CDSS confidential data and substitute unique identifiers, within 30 days of receipt of the CDSS confidential data.
- b. No connection before de-identification: CDSS confidential data that includes confidential identifiers shall not be used or stored in a device connected to the Internet or to a local area network, or dial-up communication until the confidential identifiers have been removed from the data.
- c. Return or destruction of confidential data upon de-identification: CDSS confidential data shall be returned to CDSS upon completion of de-identification or destroyed in accordance with this Agreement, no more than 30 days after completion of de-identification.

C. Network Security Requirements

The contractor shall provide the following electronic access measures at a minimum:

1. A notification at initial logon that unauthorized access is prohibited by law.
2. An audit trail.
3. A method for verification of the identity of an individual accessing the system, such as user identification, PIN, fingerprint, voiceprint, retinal print, or other appropriate verification method.
4. A limited access to data to those authorized employees of the contractor who have a functional requirement to use the data.
5. The revoking of access from a user after three unsuccessful access attempts.
6. A security manual or package, which shall adequately protect against loss or unauthorized (accidental or intentional) access, use, disclosure, modification, or destruction of data. All proposed changes to programs, network systems, connectivity and storage of CDSS data shall be provided to CDSS for review prior to implementation.
7. User access authentication shall be disabled (revoked) immediately upon termination of employment or after no more than 60 days of non-use.
8. User verification which is unique to each individual and not assigned to groups or job location. These measures shall include, but not necessarily be limited to, the development of passwords and access controls to protect the security of data from any individual who is not authorized to access the data.
9. An automated log-off or time-out from all networked systems that contain confidential CDSS information when the user leaves the work area for a ten-minute period of time.



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**D. Ownership and Destruction of Confidential Data**

1. **Ownership and Return or Destruction:** All data used, compiled, developed, processed, stored, or created under this contract is the property of CDSS. All such data shall either be returned to CDSS in an agreed upon format within 30 days of termination of the contract or destroyed. If the data is returned, the contractor shall provide the CDSS with the media and an inventory of the data and files returned.
2. **Methods of Destruction:** The contractor shall destroy all confidential data not returned when the use authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media). All computer sets containing individual identifiers shall be destroyed. The contractor shall use wipe software on all the hard drive surfaces of computers used to process or store CDSS confidential data when the computer is withdrawn from use in processing or storing such data. Destruction shall occur before the effective date of termination of this contract and a letter of confirmation shall be provided to CDSS detailing when, how, and what CDSS data was destroyed.

**E. Contractor Staff**

1. **Former Employees:** The contractor shall ensure that confidential data are not accessible to former employees of the contractor.
2. **Employee Authorization:** The contractor shall maintain a record of the access authorization for each individual employee that has access to the confidential data. The contractor's security systems administrator designated pursuant to this Agreement shall maintain an appointment/separation checklist for each employee which documents how access authorization was modified when any employee terminates employment or changes duties.

**F. Information Security Incidents**

1. **Notification:** The contractor shall notify the CDSS or its designated agent of any actual or attempted information security incidents, as defined above, within 24 hours of initial detection. Information security incidents shall be reported by telephone to:  
  
Cynthia Fair  
Interim Information Security Officer  
Information Systems Division  
California Department of Social Services  
744 P Street, M.S. 17-33  
Sacramento, CA 95814  
(916) 651-9923
2. **Cooperation:** The contractor shall cooperate in any investigations of information security incidents.
3. **Isolation of system or device:** The system or device affected by an information security incident, and containing CDSS confidential data, shall be removed from operation immediately upon discovery of the security incident. It shall remain removed from operation until correction and mitigation measures have been applied. CDSS must be contacted prior to placing the system or device, containing CDSS confidential data, back in operation. The affected system or device, containing CDSS confidential data, shall not be returned to operation until CDSS gives its approval.

**G. Confidentiality Statements**

1. Requirement: All staff of the contractor with actual or potential access to CDSS confidential data shall read and sign a Confidentiality Agreement. (See section IV.)
2. Supervisory Review: The supervisor of the employee shall review the signed Confidentiality Agreement with the employee and document this review.
3. Submission: The signed original Confidentiality Agreements shall be submitted to the CDSS Project representative. The contractor shall notify CDSS immediately of the appointment or separation of an employee who has been authorized access to CDSS confidential data.
4. Annual Notification: The contractor shall provide to CDSS, in January of each calendar year, a current list of authorized users and newly signed Confidentiality Agreements for all authorized users.

**H. Security Systems Administrator Duties**

1. Designation: The contractor shall designate a single person as the security systems administrator. The name of the individual so designated shall be supplied to CDSS.
2. Access Control: The security systems administrator shall have the ability to change or remove any computer access authorization of an individual having access to the system at any time.
3. Employee Verification: The contractor shall verify that the employee who performs the duties of the security systems administrator is a trusted person who has demonstrated in past jobs a capability to perform in this role. Additionally, these security clearance procedures shall ascertain if the employee who performs the duties of security systems administrator has any past criminal or employment background which would call into question their ability to perform this role successfully.
4. Vulnerability Assessments and Mitigation Validation: The security systems administrator shall assess system security vulnerabilities and validate mitigation actions performed and shall disable all applications, components and services that are not required for performance of the contract with CDSS. This assessment shall be provided in writing to the contract administrator along with a description of corrective actions.
5. Security Patches and Upgrades: The security systems administrator shall ensure that security patches and upgrades released by the respective manufacturers of the components of the information assets used to process CDSS confidential data are promptly applied to the components. Patches and upgrades downloaded from public networks shall be applied only if digitally signed by the source and only after the security systems analyst has reviewed the integrity of the patch or upgrade.

**I. Risk Analysis/Contingency Plans**

1. The contractor shall carry out a risk analysis with sufficient regularity to identify and assess vulnerabilities associated with all information assets owned, maintained, or used by the contractor that are used to process or store CDSS confidential data, and shall define a cost-effective approach to manage such risks. Specific risks that shall be addressed include, but are not limited to, those associated with accidental and deliberate acts on the part of employees and outsiders; fire, flooding, and electrical disturbances and loss of data communications capabilities. The contractor shall advise the CDSS or its designated agent of any vulnerability that may present a threat to CDSS confidential data and of the specific safeguards used for protecting the CDSS



confidential data. The contractor shall take the necessary steps to protect the CDSS confidential data.

2. Contingency plans shall be established and implemented in order to assure that operations can be back to normal in minimum time after natural or man-made disasters, unintentional accidents, or intentional acts such as sabotage. These plans shall include, but are not limited to, the regular backup of automated files and databases, secure storage, recovery, and restarting planning procedures.

#### **J. Rules of Aggregation**

1. Requirement: "Aggregated," as used in this subsection, refers to a data output report that does not allow identification of an individual. All reports developed by the contractor shall contain CDSS data only in aggregated form. Personal identifiers should be removed, geographic identifiers should be specified only in large areas, and as needed, variables should be recorded in order to protect confidentiality. No disaggregate data identifying individuals shall be released to outside parties or to the public.
2. Pre-Release Edits: The data system of the contractor shall have prerelease edits, which shall not allow the production of data cells that do not comply with the requirements of this section.
3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be five participants for any data table released to outside parties or to the public.

#### **K. Security Plans**

1. Submission: When required, the contractor shall submit a written security plan to CDSS prior to receipt of CDSS data. The security plan shall address the methods and processes the contractor will use to meet the security and confidentiality requirements of this Agreement. CDSS will not release CDSS confidential data to the contractor before CDSS approval of the contractor's security plan.
2. Maintenance/Signature: The contractor shall maintain continuous compliance with its approved security plan. The contractor shall secure prior CDSS approval for any changes to its approved security plan. CDSS may require the contractor to amend its security plan as a condition of continued receipt or use of CDSS confidential data. The security plans shall be signed by the contractor and person(s) responsible for the contractor's system administration.



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#### IV. CONFIDENTIALITY AGREEMENT

I (please print), \_\_\_\_\_ an employee of  
(please print) \_\_\_\_\_ hereby acknowledge that the California  
Department of Social Services (CDSS) public assistance records and documents are subject to strict  
confidentiality requirements imposed by State and federal law including California Welfare and Institutions  
Code sections 10850 California Penal Code section 11167.5, 45 Code of Federal Regulations 205.50,  
and 1798.24 of the Civil Code relating to research.

I (initial) \_\_\_\_\_ acknowledge that my supervisor, or the data librarian, has reviewed with me the  
appropriate provisions of both State and federal laws including the penalties for breaches of  
confidentiality.

I (initial) \_\_\_\_\_ acknowledge that my supervisor or the data librarian has reviewed with me the  
confidentiality and security policies of the CDSS.

I (initial) \_\_\_\_\_ acknowledge that my supervisor or the data librarian has reviewed with me the policies  
of confidentiality and security of our organization.

I (initial) \_\_\_\_\_ acknowledge that unauthorized use, dissemination or distribution of CDSS confidential  
information is a crime.

I (initial) \_\_\_\_\_ hereby agree that I will not use, disseminate or otherwise distribute confidential records  
or said documents or information either on paper or by electronic means other than in the performance of  
the specific research I am conducting.

I (initial) \_\_\_\_\_ also agree that unauthorized use, dissemination or distribution is grounds for immediate  
termination of my organization's Contract/Memorandum of Understanding/Agreements with the CDSS  
and may subject me to penalties both civil and criminal.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date